

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 91 PAGES		
2. CONTRACT NO.		3. SOLICITATION NO. W912DR-05-R-0021		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 12 Oct 2005		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 CODE W912DR TEL: FAX:				8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7 TEL: FAX:						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>04:00 PM</u> local time <u>10 Jan 2006</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME DUDLEY A. SMITH			B. TELEPHONE (Include area code) (NO COLLECT CALLS) (501) 324-5720 EXT 1169			C. E-MAIL ADDRESS Dudley.A.Smith@us.army.mil		
11. TABLE OF CONTENTS										
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)			CODE			25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

PRE-PROPOSAL CONF/SITE VISIT

A Pre-Proposal Conference and Site Visit will be held at the U.S. Army Engineer, UFC Finance Center, Millington, TN on 9 November 2005. Further Information will be posted to the USACE, Baltimore District website at <https://ebs.nab.usace.army.mil>.

Section B - Supplies or Services and Prices

BID SCHEDULE**SECTION B, SUPPLIES OR SERVICES AND PRICES/COSTS**

Services Required/Place of Performance: The Service Provider (SP) shall provide and operate Account Support Services under a single management strategy developed by the successful service provider. These services include accounting support for processing vendor invoices, accounts receivable and debt management transactions and accounts, temporary duty travel vouchers, and collections and disbursements. The SP shall provide all personnel, equipment, tools, materials, parts, and supervision necessary to perform Account Support Services, in accordance with the following information: (1) Performance Work Statement (PWS); (2) all terms and conditions identified by reference and in full text; (3) all technical exhibits and publications; and (4) the schedule and prices of this contract.

Schedule/Pricing: The period of performance consists of a base period for 12 months and four one-year options. Composite rates include direct labor, health & welfare benefits, FICA, FUTA and all other fringe benefits, overhead, general and administrative expenses and profit. (This excludes any wage increases required by the Department of Labor).

CLIN 0001: Firm Fixed Price of the Phase-In period (90 Calendar Days).

CLIN 0002: Firm Fixed Price of all requirements described in the PWS that are not included in other separate CLINS for the Base Year.

CLIN 0003: Firm Fixed Price of all requirements described in the PWS that are not included in other separate CLINS for Option Year #1.

CLIN 0004: Firm Fixed Price of all requirements described in the PWS that are not included in other separate CLINS for Option Year #2.

CLIN 0005: Firm Fixed Price of all requirements described in the PWS that are not included in other separate CLINS for Option Year #3.

CLIN 0006: Firm Fixed Price of all requirements described in the PWS that are not included in other separate CLINS for Option Year #4.

CLIN			<u>Total Price</u>
0001	Phase-In Period	LS	<hr/>
0002	Base Period		
0002AA	Management and Administration	LS	<hr/>
0002AB	Accountst Payable Support Services	LS	<hr/>
0002AC	Travel Payment Support Services	LS	<hr/>
0002AD	Accounts Receivable Support Services	LS	<hr/>
0002AE	Debt Management Support Services	LS	<hr/>
0002AF	Disbursing Support Services	LS	<hr/>
0002AG	Miscellaneous Support Services	LS	<hr/>
0002AH	Contractor Manpower Report	LS	<hr/>
0003	OPTION Year #1 PERIOD TOTAL		
0003AA	Management and Administration	LS	<hr/>
0003AB	Accountst Payable Support Services	LS	<hr/>
0003AC	Travel Payment Support Services	LS	<hr/>
0003AD	Accounts Receivable Support Services	LS	<hr/>
0003AE	Debt Management Support Services	LS	<hr/>
0003AF	Disbursing Support Services	LS	<hr/>
0003AG	Miscellaneous Support Services	LS	<hr/>
0003AH	Contractor Manpower Report	LS	<hr/>
0004	OPTION Year #2 PERIOD TOTAL		
0004AA	Management and Administration	LS	<hr/>
0004AB	Accountst Payable Support Services	LS	<hr/>

0004AC	Travel Payment Support Services	LS	<hr/>
0004AD	Accounts Receivable Support Services	LS	<hr/>
0004AE	Debt Management Support Services	LS	<hr/>
0004AF	Disbursing Support Services	LS	<hr/>
0004AG	Miscellaneous Support Services	LS	<hr/>
0004AH	Contractor Manpower Report	LS	<hr/>

0005 OPTION Year #3 PERIOD TOTAL

0005AA	Management and Administration	LS	<hr/>
0005AB	Accountst Payable Support Services	LS	<hr/>
0005AC	Travel Payment Support Services	LS	<hr/>
0005AD	Accounts Receivable Support Services	LS	<hr/>
0005AE	Debt Management Support Services	LS	<hr/>
0005AF	Disbursing Support Services	LS	<hr/>
0005AG	Miscellaneous Support Services	LS	<hr/>
0005AH	Contractor Manpower Report	LS	<hr/>

0006 OPTION Year #4 PERIOD TOTAL

0006AA	Management and Administration	LS	<hr/>
0006AB	Accountst Payable Support Services	LS	<hr/>
0006AC	Travel Payment Support Services	LS	<hr/>
0006AD	Accounts Receivable Support Services	LS	<hr/>
0006AE	Debt Management Support Services	LS	<hr/>
0006AF	Disbursing Support Services	LS	<hr/>
0006AG	Miscellaneous Support Services	LS	<hr/>
0006AH	Contractor Manpower Report	LS	<hr/>

BASE PERIOD TOTAL	LS	<hr/>
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GRAND TOTAL	LS	<hr/>
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B01 – REMITTANCE ADDRESS (Complete if different from Block 15A, SF33 and if Block 15C is marked)

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

All performance hereunder shall be accomplished in accordance with the Performance Work Statement (PWS) and all Technical Exhibits and the Contract Terms and Conditions as stated in this solicitation. The Contract PWS is attached hereto and incorporated hereunder as an attachment to Section J, entitled, "USACE Finance Center, Accounting Support Services Performance Work Statement".

Section D - Packaging and Marking

MARKING

SECTION D – PACKAGING AND MARKING

MARKING

All reports and/or documents and material to be delivered under the contract shall be submitted with a letter of transmittal identifying the Contract Number and applicable Contract Data Requirements List (See Technical Exhibit 13) sequence number (Block 1 of the DD Form 1423) and title or description of data (Block 2 of DD Form 1423).

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

LOCAL CLAUSES SECTION E**Informational Text - Section E**

FINAL INSPECTION AND ACCEPTANCE

Acceptance of supplies/and or services is the responsibility of the Contracting Officer or duly authorized Contracting Officer Representative (COR).

Unless otherwise specified, final inspection and acceptance of supplies/and or services called for hereunder will be made at destination.

End of Clause

(CENAB-CT MAY 1992)
(FAR 46.503)
(was246-4034)

PAST PERFORMANCE INFORMATION MANAGEMENT SYSTEM (PPIMS)

The Agency Tender is exempt from this requirement.

As required by the FAR Part 42.1500, policy has been initiated to record and maintain contractor performance information. To implement this program for supplies and services, the Department of Defense has created a database entitled, Past Performance Information Management System (PPIMS).

An evaluation will be prepared of the contractors' performance for each supply and service contract to include modifications and task orders expected to exceed \$100,000.00. The PPIMS form, entitled, Performance Assessment Report (PAR), will be prepared by both the Contract Specialist and the Contracting Officer's Representative (COR) and signed by the Contracting Officer and submitted to the contractor for each evaluation performed. A copy of the PAR format is located at Section J.

This program replaces Supply and Service Contractor Appraisal Support System (SSCASS).

End of Clause

(CENAB-CT-S/Mar 99)
(FAR Part 42)
(was242-4154)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

SECTION F SPECIAL A76 TEXT

CONTRACT PERFORMANCE PERIOD

(a) The contract awarded hereunder shall begin on 01 April 2006 or the date of contract award, whichever is later. The first 90 days of the contract will include the phase-in period. In accordance with the OMB Circular No. A-76 (May 29, 2003), the phase-in period shall not count against the contract performance period. This will allow certain Government personnel actions to take place and provide the contractor sufficient time to employ a capable work force. The base contract period shall commence upon completion of the phase-in period and remain in effect for a 12-month period, unless terminated in accordance with applicable clauses. Each option period shall be for a 12-month time following the base year. Therefore, the total performance period shall end 02 April 2010, both dates inclusive, unless sooner terminated in accordance with the provisions of this contract.

(b) The total duration of this contract, including the phase-in period and all option periods, may not exceed five (5) years (excluding the phase-in period). Refer to the Contract Clause 52.217-9, entitled "Option to Extend the Term of the Contract" set forth in Part II, Section I.

(c) If the agency or public reimbursable performance decision is made, an agency shall complete another streamlined or standard competition of the activity by the end of the last performance period on the SCF or SLCF unless a specific exemption is granted by the CSO (without delegation) before the end of the last performance period. The CSO may extend the performance period for a high performing organization if the CSO (a) determines that continued cost savings justified the extension; (b) documents these cost savings through the use of a COMPARE generated SCF or SLCF; (c) limits the extension to no more than three (3) years after the last performance period; and (d) makes a formal announcement of the extension via <http://www.FedBizOpps.gov>. For private sector performance decisions, the Contracting Officer shall comply with the FAR (i.e., the term of the contract will not exceed five years).

(End of Clause)

(CENAB-OC/CT JUN 01)

(FAR 12.103)

(4075)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.242-7000	Postaward Conference	DEC 1991

SECTION G A-76 SPECIAL TEXT

**EVALUATOR (S)/
CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

A Evaluators(s) and/or a Contracting Officer's Representative (COR) and/or Contracting Officer's Technical Representative (COTR) will be designated for the specific purpose to exercise general surveillance over the contract operation to include contract performance evaluation. The QAE/COR/COTR will act as a liaison to coordinate activities between the Contractor and the Government as required in the performance of work under this contract.

REPORTING OF CONTRACTOR MANPOWER DATA ELEMENTS

The Agency Tender is exempt from this requirement.

(a) Scope. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) (ASA (M&RA)) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://contractormanpower.army.pentagon.mil> . The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task order and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number email address identify of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site."

(b) Applicability. This reporting requirement applies to services covered by the Procurement Coding Manual at <http://www.dior.wjhs.mil/peidhome/guide/mn02/mn02.htm> . The Federal Supply Classifications which apply to this competition are S725 – Electrical Plant and Distribution Systems Operation and Maintenance., Z992 - Minor Construction, Maintenance and Repair of Buildings and Structures Other than Family Housing, and Z993 -

Maintenance and Repair of Grounds and Surfaced Areas. The descriptions for these functions are from the DoD Inventory of Commercial and Inherently Governmental Activities, Guide to Inventory Submission (September 2004).

(c) Alternate to XML Format. An alternative means of providing data is to use Microsoft Excel 2003 to generate XML. Earlier versions of Microsoft Excel cannot be used because the XML functionality was released with version 2003. See the User's Manual on CMR web-site for further details on using Excel. If a contractor lacks the technical ability to deal with Excel, the Requiring Activity can report the data using the XML format or Excel.

(d) Uses and Safeguarding of Information. Information from the secure web-site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public, with the contractor name and contract number associated with the data.

(e) Reporting Flexibility. Contractors are encouraged to communicate with the Help Desk identified at the data collection web-site to resolve reporting difficulties.

SECTION G INFORMATIONAL TEXT SUBMISSION OF INVOICES.

(a) Original invoices for services performed under this contract will be submitted to and payment will be made by:

USACE FINANCE CENTER
ATTN: DISBURSING
5722 INTEGRITY DRIVE
MILLINTON, TN 28054-5005

(b) One copy of all invoices shall be forwarded to the following for review and certification:

TO BE COMPLETED AT TIME OF AWARD

MILITARY & SFO
ATTN: CENAB-CO-C (HERB EICHLER)
P. O. BOX 1715
BALTIMORE, MD 21201-1715

End of Clause

(CENAB-CT MAY 1992)
(was0232-4028)

SUMMARY FOR THE PAYMENT OFFICE

All modifications will provide sufficient information to permit the paying office to readily identify the changes for each contract line item and subline item as follows:

(a) The amount of funds obligated by prior contract actions, to include the total cost and fee if a cost-type contract; the target fee at time of contract award if a cost-plus-incentive-fee contract; the base fee if a cost-plus-award-fee contract; or the target price and target profit if a fixed-price incentive contract;

(b) The amount of funds obligated or deobligated by the instant modification, categorized by the types of contracts specified in paragraph(a) of this section; and

(c) The total cumulative amount of obligated or deobligated funds, categorized by the types of contracts specified in paragraph (a) of this section.

End of Clause

was232-4131

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.242-7001 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM (MAR 2005)

(a) The offeror shall provide documentation that the cognizant Administrative Contracting Officer has recognized that the proposed earned value management system (EVMS) complies with the EVMS criteria of DoDI 5000.2, Operation of the Defense Acquisition System, or that the proposed cost/schedule control system has been accepted by the Department of Defense.

(b) If the offeror proposes to use a system that does not meet the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS criteria.

(1) The plan shall--

(i) Describe the EVMS the offeror intends to use in performance of the contract;

(ii) Distinguish between the offeror's existing management system and modifications proposed to meet the criteria;

(iii) Describe the management system and its application in terms of the 32 EVMS criteria;

(iv) Describe the proposed procedure for administration of the criteria as applied to subcontractors; and

(v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with EVMS criteria.

(2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(3) The Government will review the offeror's plan for EVMS before contract award.

(c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the criteria. The prime contractor and the Government shall agree to subcontractors selected for application of the EVMS criteria.

(End of provision)

SECTION H A-76 SPECIAL TEXT

AUTHORITY

The contractor shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies on the credit of the United States of America.

CANCELLATION OF SERVICES

Due to the changing defense environment, the Government reserves the right to down-scope the PWS as required. This may be in the form of general reductions across the board or it may be in the form of cancellation of whole areas of support required. All reductions of effort shall be negotiated with the Contractor for a reduction of funds with the amount of fee proposed for the effort. The Government agrees to provide the contractor with a 30-calendar day notice for all "whole-function" cancellations.

CONDUCT OF PERSONNEL

This contract is a "Nonpersonal Services Contract" as defined in FAR Part 37.101. It is, therefore, understood and agreed that the contractor and/or the contractor employees:

- a. Shall perform the services specified herein as independent contractors, not as employees of the Government.
- b. Shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule or financial requirements or constraints attendant to the performance of the contract.
- c. Shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but
- d. Shall, pursuant to the Government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer as is necessary to ensure accomplishment of the contract objectives.
- e. Shall conduct themselves in a professional manner, keeping in mind this is a "customer service" oriented contract.

CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD254)

DD Form 254, Contract Security Classification Specification is applicable in the event access to information classified as Confidential, Secret, or Top Secret arises further into the contract performance period. However, this contract is unclassified. DD Form 254 can be found at: http://www.classmgmt.com/about_NCMS/DD0254.pdf. Each SP employee will possess a security clearance and IT level designation commensurate with the classification of data and computer systems access in performing their duties IAW AR25-2, GAO and DODIG guidance.

GOVERNMENT PROVIDED FACILITIES/VEHICLES

The Government will provide buildings, office space, vehicles, etc. as specified in the PWS for accomplishment of the services to be performed. The Government will provide utilities including electricity, water, sewer, heating, and cooling consistent with the performance/usage requirements of the existing particular facility. The Government will provide telephone service in accordance with AR 25-1 and the Installation Commander's Policy in support of performance of the contract. The Contractor shall use Government phones only in the execution of official Government business.

(a) The Government will make available to the Contractor Government-owned or –leased motor vehicles, as determined by the Contracting Officer, to be used solely in the performance of the contract and subcontracts hereunder. All other uses unrelated to the performance of the contract or subcontracts are unauthorized use. Government motor vehicles are to be used for official purposes only. Employees of the Contractor and its subcontractors are specifically prohibited from using Government motor vehicles as a means of transportation between the employee's domicile and place of employment or assigned work location. The Service Provider and its subcontractors shall establish and enforce appropriate administrative penalties for their employees who use or authorize the use of Government motor vehicles for other than official purposes.

(b) It is expressly agreed and understood that the Contractor and its subcontractors shall be solely liable for any cost or expense incident to the use of Government motor vehicles unrelated to the performance of the contract including negligent operation, willful misconduct or unauthorized use. The Contractor and subcontractors waive any right of reimbursement from the Government for such cost or expense.

(c) The Contractor and its subcontractors agree to hold harmless and indemnify the Government for any and all costs, expenses and financial liability incurred as a direct or incidental result of any claim, suit, demand, judgment, action, debt, liability costs, attorney's fees or any other request for money or other types of relief arising from the negligent operation, willful misconduct, or unauthorized use of Government motor vehicles

JAVITS-WAGNER-O'DAY ACT

The Government encourages contractors to consider entities qualified under JWOD as potential subcontract sources. The Javits-Wagner-O'Day Act is designed to provide the maximum practicable opportunity by which these JWOD entities may become participants in the DoD contracting process at the subcontract level. Website available at: <http://www.jwod.gov/default.asp>.

KEY PERSONNEL REQUIREMENTS

? INSTRUCTIONS TO AGENCY TENDER ONLY:

Proposal shall include position descriptions only for key personnel who are government employees. If Agency Tender is partnering with industry, resumes shall be provided for the industry partners who will be in key positions.

? INSTRUCTIONS TO ALL OFFERORS:

(a) Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the PWS. These are defined as "Key Personnel" and are those persons whose resumes should be submitted for evaluation of the proposal. In addition to any position(s), which the Government may designate as "Key" in the PWS, the contractor shall propose which positions to designate as

"Key". There is no intent on the part of the Government to require large numbers of key personnel. The Government is looking for the most cost efficient and effective number of key personnel only. The contractor shall provide supporting rationale for why the positions chosen to be "key" were chosen.

(b) The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (c) and (d) hereof.

(c) If key personnel become, or are expected to become, unavailable for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall immediately notify the Contracting Officer, in writing. The Contractor shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(d) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. Requests must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him/her to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(e) If the replacement of key personnel no longer available for the effort does not occur in a timely manner such that the resultant reduction of productive effort is so substantial as to impair the successful completion of the contract, the contract may be terminated by the Contracting Officer. This may be cause for default or for the convenience of the Government, as appropriate.

OTHER INDEPENDENT CONTRACTS

The Government may award or has awarded other contracts independent of this contract. Initial coordination required between contractors performing other contracts and this contract will be made by the Government. The Contractor shall fully support and cooperate with the other contractors and with Government personnel. The Contractor shall refer unresolved disputes with other contractors to the Contracting Officer within 1 workday from the time the dispute occurs.

RECOVERY OF FINES OR PENALTIES

FAR 31.205-15 states the following: "Costs of fines and penalties resulting from violations of, or failure of the contractor to comply with, Federal, State, Local, or foreign laws and regulations, are unallowable except when incurred as a result of compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer." In many cases, fines may be assessed against the U.S. Army Installation rather than the contractor. If such a fine, assessed against the installation, is the result of failure of the contractor as stipulated in the FAR, the amount of the fine/penalty shall be recovered by the Government, from the Contractor. The amount of the fine/penalty shall be deducted from the award fee available to the contractor or may be offset, at the Government's discretion. This does not exclude other Government remedies to collect the fines. The Government shall be the sole negotiating agency for purposes of negotiating the amount of the fines and/or penalties. This does not limit other Government remedies under the contract.

REQUIRED INSURANCE

Reference Contract Clause FAR 52.228-7, "Insurance—Liability To Third Persons (Mar 1996)" the Contractor, shall, at its own expense procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

- a. Workmen's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's Compensation Insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000
- b. Comprehensive General Liability Insurance. Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence and property damage liability insurance in the minimum limits of \$100,000 per occurrence shall be required on the comprehensive form of policy.
- c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

RIGHT OF FIRST REFUSAL FLOW-DOWN

Contract clause FAR 52.207-3, Right of First Refusal, shall be a flow-down requirement for all subcontractors.

LIMITATION ON CONVERSION TO CONTRACTOR PERFORMANCE

This solicitation is part of a Government cost comparison pursuant to Office of Management and Budget Circular No. A-76 (May 29, 2003). The Government intends to evaluate prospective providers' proposals in accordance with the following language in the Fiscal Year 2005 Department of Defense Appropriations Act (PL 108-287 (August 5, 2004)):

Sec. 8014. (a) Limitation on Conversion to Contractor Performance.--

None of the funds appropriated by this Act shall be available to convert to contractor performance an activity or function of the Department of Defense that, on or after the date of the enactment of this Act, is performed by more than 10 Department of Defense civilian employees unless--

- (1) the conversion is based on the result of a public-private competition that includes a most efficient and cost effective organization plan developed by such activity or function;
- (2) the Competitive Sourcing Official determines that, over all performance periods stated in the solicitation of offers for performance of the activity or function, the cost of performance of the activity or function by a contractor would be less costly to the Department of Defense by an amount that equals or exceeds the lesser of--
 - (A) 10 percent of the most efficient organization's personnel-related costs for performance of that activity or function by Federal employees; or
 - (B) \$10,000,000; and
- (3) the contractor does not receive an advantage for a proposal that would reduce costs for the Department of Defense by--
 - (A) not making an employer-sponsored health insurance plan available to the workers who are to be employed in the performance of that activity or function under the contract; or
 - (B) offering to such workers an employer-sponsored health benefits plan that requires the employer to contribute less towards the premium or subscription share than the amount that is paid by the Department of Defense for health benefits for civilian employees under chapter 89 of title 5, United States Code.

SECTION H INFORMATIONAL TEXT

END ITEMS OF SMALL BUSINESSES

Definition of End Item: An assembled whole system or equipment ready for its intended use. This definition is to assist in clarification of the clause 52.219-6, Notice of Total Small Business Set-Aside (June 2003).

Clarification is also made of the provisions FAR 52.212-3 (Offeror Representations and Certifications - Commercial Items) (JAN 2005) or FAR 52.219-1 (Small Business Program Representations) (MAY 2004) when referring to the "Small Business Concern Representation." If the small business assembles the system or equipment (even though the components are from large businesses), the small business can certify that, "it will furnish all end items which are manufactured or produced by a small business concern in the United States."

End of Clause

(CENAB-CT SEP 00)

(FAR 19.5)

(was 52.219-4081)

WAGE DETERMINATION

U.S. Department of Labor Wage Determinations, have been included. They are listed and attached in Section J of this solicitation, with all current modifications.

In the event a Department of Labor Wage Rates has not been attached to this contract, neither the contractor nor any subcontractor under the contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act, as amended.

End of Clause

(was 0222-4020)

YEAR 2000 COMPLIANCE

The following applies to Supply, Service and Construction contracts:

In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, aparts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

End of Clause

(CENAB-CT Sep 1998)

(FAR 39.105)

(was 52.239-4100)

REQUIRED INSURANCE FOR WORK ON A GOVERNMENT INSTALLATION

The Agency Tender is exempt from this requirement.

Pursuant to the contract clause entitled, 52.228-5, Insurance – Work on a Government Installation or on Dredging projects (which ever applies), the contractor shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:

COVERAGE FOR GOVERNMENT INSTALLATION

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle): Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property Damage:	\$100,000 per occurrence
Workers' Compensation and Employer's Liability:	\$100,000 per person

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(CENAB-CT MAY 1992)
(FAR 28.307-2(a))

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside	MAY 2004
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003

52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-3	Buy American Act--North American Free Trade Agreement--	JAN 2005
	Israeli Trade Act	
52.225-5	Trade Agreements	JAN 2005
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned	JUN 2000
	Economic Enterprises	
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996
	Infringement	
52.227-14	Rights in Data--General	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And	APR 1984
	Vegetation	
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-	MAY 2004
	Price)	
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	DEC 2004
	Contract-Related Felonies	
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	MAR 1998
	The Government of a Terrorist Country	
252.215-7000	Pricing Adjustments	DEC 1991

252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program	JUN 2005
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7021	Rights In Data--Existing Works	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.217-2 CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997)-

(a) Cancellation, as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer (1) notifies the Contractor that funds are not available for contract performance for any subsequent program year, or (2) fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

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(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.-

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only (1) costs (i) incurred by the Contractor and/or subcontractor, (ii) reasonably necessary for performance of the contract, and (iii) that would have been equitably amortized over the entire multiyear contract period but, because of the cancellation, are not so amortized, and (2) a reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date (1) of notification of the nonavailability of funds, or (2) specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.-

(f) The Contractor's claim may include--

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multiyear requirements;-

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;-

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and-

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.-

(g) The claim shall not include--

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;-

(2) Any cost already paid to the Contractor;-

(3) Anticipated profit or unearned fee on the canceled work; or-

(4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence. -

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.-

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 calendar days of the expiration of the then current contract period**.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **60 days of the expiration of the then current contract period**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 calendar day** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including all option years may not exceed **five (5) years and six (6) months (excluding the phase-in period)**.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
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Accounting Clerk I	\$10.42 per hour
Accounting Clerk II	\$11.70 per hour
Accounting Clerk III	\$12.97 per hour
Accounting Clerk IV	\$14.24 per hour

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the next fiscal year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond fiscal years, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

or by contacting Dudley Smith by email at Dudley.A.Smith@us.army.mil

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Federal Acquisition Regulation](#) (48 CFR [Chapter 1](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work to include all areas of the United States of America where Corps of Engineers have a location covered under this contract, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

EXHIBIT/ATTACHMENTS

Section J - List of Documents, Exhibits and Other Attachments

DOCUMENT TYPE	DESCRIPTION	DATE
DOL Service Contract Act (SCA) Wage Determinations		Will be included in final RFP
EFT Form		16 May 2005
CCR Memorandum		17 August 2004
Disclosure of Lobbying Activities	Standard Form LLL	
Performance Assessment Report		
Past Performance Questionnaire		
U.S. Army Corps of Engineers Labor Agreements for affected Employees	Added as a separate file on the web site.	
Performance Work Statement and All Technical Exhibits and Attachments	Added as a separate file on the web site.	

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Wage Determination No: 94-2495 REV (29)	10	23-MAY-2005

DOL SCA WAGE DETERMINATION

94-2495 TN, MEMPHIS

WAGE DETERMINATION NO: 94-2495 REV (29) AREA: TN, MEMPHIS

**US ARMY CORPS OF ENGINEERS
ELECTRONIC PAYMENTS/DIRECT DEPOSIT**

- 1. The Debt Collection Improvement Act of 1996 provided that Federal payments shall be made by electronic funds transfer (EFT). The Corps issues electronic corporate payments through the Automated Clearing House (ACH) network using the Cash Concentration or Disbursement Plus Addendum (CCD+) payment format. Instead of receiving checks, you will have payments directly deposited into your checking or savings account.**
- 2. The benefits of receiving payments electronically are no lost or stolen checks, no deposit delays, prompt availability of funds, fully traceable payments, and decrease in fraud.**
- 3. EFT/Direct Deposit payments are available for vendors who have active contracts with the Corps sites within the Continental United States. Corps travelers working for these sites should also sign up for EFT.**
- 4. Attached is Form UFC-DISB-4 with instructions that can be used by both vendors and travelers to sign up for Corps EFT payments.**
- 5. Point of contact for questions is Michael Rye, commercial 901-874-8543, DSN 882-8543, Corps email address; t0rmfmtr@cefc.fc, Internet address; Michael.T.Rye@usace.army.mil.**

INSTRUCTIONS FOR COMPLETING FORM UFC-DISB-4

- 1. Vendors and/or travelers should indicate if this is an add as a new Direct Deposit to be set up or a change or cancellation. USACE employees already on payroll Direct Deposit who have not completed a travel form should mark ADD.**
- 2. Include the Corps of Engineers District name (example: Savannah) or EROC (example: K6) that wrote the contract authorizing payment. If more than one District issued contracts, prepare a separate form for each District.**
- 3. Include the name or Company as it appears on the invoice. If the contract was written to Bill and Betty Smith, the bill and Direct Deposit form should include both names not Bill Smith.**
- 4. This address should be the physical address of the business.**
- 5. The city and state that match the physical address.**
- 6. The mailing address should include any and all Remit to/payment addresses that are different from the physical address. (If more space is needed, include an attachment page with all addresses listed). This is VERY IMPORTANT since we load the routing and bank account number on each payment address.**
- 7. Include daytime phone number in case there are questions concerning the completed form.**
- 8. Check if the bank account number furnished is a checking account.**
- 9. Check if the bank account number furnished is a savings account.**
- 10. Include bank account number, one number in each slot. This number can be found on the front of the check.**
- 11. The full name of the bank for the account.**
- 12/13. An accurate address for the bank.**
- 14. The routing number for the bank. It is located on the face of the check. This is always a nine digit NUMBER. Enter one number in each space.**
- 15. Depositor account title is the name registered with the bank on the bank account.**
- 16. For businesses include the IRS tax ID number. For an individual use the social security number.**
- 17. Businesses should have a signature of an officer of the company. Individuals should sign. If the Direct Deposit form/contract is written in the name of Bill and Betty Smith, both individuals should sign.**
- 18. Date of the authorization.**

DIRECT DEPOSIT AUTHORIZATION FORM

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

I hereby authorized U. S. Army Corps of Engineer, hereinafter called USACE, to initiate direct deposit credit entries to my (our) account indicated below and the financial institution named below, hereinafter called DEPOSITORY, to credit the same to such account.

(1) Check One of the following Statements::

I am not currently participating in the Direct Deposit Program.

OR

I am currently participating in the Direct Deposit Program.

() **ADD** - Deposit my payment to the account shown.

() **CHANGE** - Change financial institutions and/or account number.

(2) Installation EROC _____

Name or (Company as shown on invoice): (3)	
Address: (4)	
City: (5)	State: Zip: (5)
Mailing Address (if different): (6)	
Daytime Phone: () (7)	

Contract # (Optional):

If more than one contract, please list on a separate sheet.

Please ask your Financial Institution for your Depositor Account Number and Routing Number
(Indicate which type account to credit)

Type of Depositor Account Please check a box.	Checking (8)	Saving (9)
Depositor Account Number (10)		

Name of Financial Institution: (11)	
Address: (12)	
City: (13)	State: Zip: (13)
Routing Number: (14)	
Depositor Account Title: (15)	

Tax ID Number (TIN) for Business: (16)	
---	--

SIGNATURE:_(17)_____ **DATE:_(18)**_____

Mail To: USACE Finance Center, ATTN: EFT/DISB, 5722 Integrity Drive, Millington, TN 38054-5005
FORM: UFC-DISB-4



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MARYLAND 21203-1715

CENAB-CT

17 August 2004

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, Subject: Central Contractor Registration.
2. The purpose of this memorandum is to advise all contractors that your company must be registered in the CCR or you will not be awarded a Federal contract.
3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it through a single registration.
4. CCR allows Federal Government contractors to provide basic information, capabilities, and financial information one time to the government. This requirement applies to all solicitations and awards. The only exemptions will be for purchases made with the Government wide commercial purchase card, contracting offices located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.
5. The Department of Defense (DoD) has implemented the capability for contractors to register in the CCR through the World Wide Web. For information regarding CCR registration, the CCR Web site may be accessed at www.ccr.gov. Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")
6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.
 - Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.
 - Vendors that are currently registered in CCR using a DUNS+4 number for reasons other than mentioned above will be contacted by a CCR Team designated to assist in the change. Until at time, all registrations using the DUNS+4 are considered active and complete. The DUNS+4 vendors require no action until they receive instruction from the designated CCR Team.
7. This memorandum supersedes CENAB-CT memorandum, dated 5 June 2002, Subject: Central Contractor Registration (CCR).

James J. Rich
JAMES J. RICH, PhD.
Chief, Contracting Division

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>					
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filling the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payments.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for the collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____

Page _____ of _____

Performance Assessment Report

☐ Interim ☐ Final ☐ Addendum Period Report: From: To:

SECTION I

1a. Contractor	2a. Contract Number:
Division:	2b. Modification Number
Street 1:	2c. Del/Task Order No:
Street 2:	2d. Initial Value: \$
Street 3:	(Base + Options)
City:	2e. Current Value: \$
State:	3a. Award Date
Zip:	3b. Completion Date:
Country:	
Place of Performance	
1b. CAGE:	
1c. DUNS:	

SECTION II

4a. Contractor POC			4b. Govt Contract Specialist/Administrator			
	Last	First	MI	Last	First	MI
Name:						
Position/Title:						
MACOM:						
Street 1:						
Street 2:						
Street 3:						
City:						
State:						
Zip:						
Country:						
Comm:						
DSN:						
Fax Comm:						
Fax DSN:						
Intl. :						
Intl Fax:						
Email:						

Section III

5. Method of Contract:
☐ Sealed Bid ☐ Negotiated
6. Type of Contract:

<input type="checkbox"/> FFP	<input type="checkbox"/> FPR	<input type="checkbox"/> CC	<input type="checkbox"/> CPFF	<input type="checkbox"/> Rqmts
<input type="checkbox"/> FP-EPA	<input type="checkbox"/> T&M	<input type="checkbox"/> CPIF	<input type="checkbox"/> Labor Hour	<input type="checkbox"/> Agreement
<input type="checkbox"/> FPI	<input type="checkbox"/> CS	<input type="checkbox"/> CPAF	<input type="checkbox"/> ID/IQ	<input type="checkbox"/> Letter
7. Socio-economic Program:
☐ SBSA ☐ W/O ☐ Hub Zone ☐ None
☐ HBCU/MI ☐ SBIR ☐ SDBSA
8. Competition:
☐ Competed Action ☐ Follow on to Completed Action
☐ Not Available for Competition ☐ Not Competed
9. Type of Supply/Service:
☐ Commercial ☐ Non-Developmental Item ☐ Non-Commercial

SECTION IV

10. Business Sector:

<input type="radio"/> Space	<input type="radio"/> Ground Vehicles	<input type="radio"/> Information Technology
<input type="radio"/> Ordnance	<input type="radio"/> Shipbuilding	<input type="radio"/> Science & Technology
<input type="radio"/> Aircraft	<input type="radio"/> Other Systems	<input type="radio"/> Services
<input type="radio"/> Training Systems	<input type="radio"/> Operations Support	

11.a FSCs:

11.b SICs:

12. Description of Requirement:

13. Sub-Contractors:

Name:
Street1:
Street2:
Street3:
City:
State: Zip:
Country:
Description:

Name:
Street1:
Street2:
Street3:
City:
State: Zip:
Country:
Description:

Name:
Street1:
Street2:
Street3:
City:
State: Zip:
Country:
Description:

Ratings:

The following rating standards were used to evaluate the contractor's performance. The following ratings apply to all items in Section V.

Ratings

Exceptional (Dark Blue)
Very Good (Purple)
Satisfactory (Green)
Marginal (Yellow)
Unsatisfactory (Red)

SECTION V (All Business Sectors other than Systems)

14.

a. Quality of Product/Service

b. Schedule

c. Cost Control

d. Business Relations

e. Management of Key Personnel

f. Other (Optional)

SECTION VI

15. Evaluator(s):

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

16. Contracting Officer/Program Manager:

	Last	First	MI	Date Approved by KO/PM:
Name:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

17. Contractor Review:

 Last First MI
Name: Position/Title
 Date PAR Sent To Contractor:
 Date Contractor Received PAR: Date of Receipt of Contractor Response:

 Commercial: DSN:
 FAX Comm: FAX DSN:
 International: Int FAX Comm:
 E-Mail Address:
Comments provided? Yes No If YES, Indicate Number of Pages Attached ()

18. Reviewing Official:

 Last First MI
Name: Date Referred:

 Commercial: DSN:
 FAX Comm: FAX DSN:
 International: Int FAX Comm:
 E-Mail Address:
Reviewing Official Comments, if applicable: () Number of pages Date of Resolution:

19. Source Selection Availability.

 Date of Final Review: Date PAR entered into PPIMS:

Past Performance Questionnaire

1. CONTRACT INFORMATION

Contractor:				Contract No.:			
Contract Type	Negotiated		Sealed Bid		Competitive		
	Non-Competitive		Firm, Fixed Price		Cost Type		
Period of Performance		From:		To:			
Initial \$ Value			Final \$ Value				
Brief Contract Description:							
Complexity:	Difficult		Moderate		Routine		

2. RATER INFORMATION

Please provide the information requested below to assist the U.S. Army Corps of Engineers in evaluating past performance of prospective service providers.

Name:	
Company/Organization:	
Position Title	
Telephone/Fax Nos.:	
Mailing Address:	
Length of Time Involved with the Contract	
Questionnaire Completion Date	

3. GENERAL INFORMATION

Please answer the following questions:

[illegible]

Please rate the statements below as they relate to the contractor's performance in each category. If a 'Poor' or 'Unacceptable' rating is given, please discuss in the section provided at the end of the rating section. If a statement is not applicable, indicate 'Not Applicable.'"

The definitions for rating the statements in section 4.1 are provided below:

EXCELLENT	GOOD	FAIR	POOR	UNSATISFACTORY
All performance requirements were enhanced or exceeded. operational requirements met or exceeded.	All performance requirements were met; all operational requirements were met.	Most performance requirements were met; most operational requirements are met; some customer was intervention required.	Some performance requirements were met; some operational requirements were met; substantial customer intervention required.	Non-conformances compromise the program severely despite substantive intervention by the customer.

4.2. Past Performance that demonstrates recent relevant past performance of projects that are comparable in size and scope to that as listed in the PWS and demonstrates customer satisfaction and timeliness.

42.1. Was the past performance based on projects that are comparable in size and scope to that as listed in the PWS? If no, why not?

4.2.2 Did the services meet contractual requirements, particularly with respect to the quality provided? If no, why not?

4.2.3 Was the Service Provider cooperative and responsive in a timely manner to your needs? If no, why not?

4.3 Please Discuss any Poor or Unsatisfactory Past Performance Ratings:

[illegible]

5. CONCLUSION

Based on this Contractor's overall performance, would you award them another contract?				
		Yes		No
If no, please explain.				

The undersigned hereby confirms that the information provided in this document is correct as written. Should any corrections be required, the undersigned shall contact the Contracting Officer not later than 7 calendar days after the date of the signature below. This confirmation shall allow the agency to use the information contained herein as source selection information.

Signature		Date

Section K - Representations, Certifications and Other Statements of Offerors

SPECIAL A76 REQUIREMENT

The Agency Tender Official is exempt from submission of Section K.

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 518210 (insert NAICS code).

(2) The small business size standard is \$21 million (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the

Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the

preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.225-4 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT CERTIFICATE (JAN 2005)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``end product of Australia, Canada, Chile, Mexico, or Singapore," ``foreign end product," ``Israeli end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(b) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line item No.	Country of origin
.....
-----	-----
.....
-----	-----
.....
-----	-----

[List as necessary]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).

- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

- (a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.
- (b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--
 - (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
 - (2) Complete section A and forward the form to DLIS; and
 - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

- (a) "Definitions."

As used in this provision --

- (a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2005)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) Foreign government includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone unites (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity
Controlled by a Foreign Government

Description of Interest, Ownership
Percentage, and Identification of
Foreign Government

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

- (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
- (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
- (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the

Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

DISCLOSURE OF LOBBY ACTIVITIES

STANDARD FORM LLL, DISCLOSURE OF LOBBYING ACTIVITIES LOCATION

The Standard Form LLL "Disclosure of Lobbying Activities" and Instructions for Completion of SF LLL, Disclosure of Lobbying Activities is located Section J.

End of Clause

(CENAB-CT/APR 97)
(FAR 3) (was203-4153)

CERTIFICATE OF CORPORATE AUTHORITY

(This Certificate shall be submitted as part of the bid/proposal or signed contract if the bidder/offeror is a corporation.)

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as bidder/offeror therein, that _____, who signed this bid/proposal on behalf of the bidder/offeror, was then _____ of said corporation; that said bid/proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By: _____(Corporate Seal)
(Signature)

(Typed Name of Corporation)

NOTE; A CORPORATE OFFICER OTHER THAN THE OFFICER SIGNING THE BID/PROPOSAL MUST FILL OUT AND SIGN THIS FORM.

(was204-4005)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm-fixed price** contract resulting from this solicitation.

(End of clause)

52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

or by contacting Dudley Smith by email at Dudley.A.Smith@us.army.mil

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(d) The use in this solicitation of any **Federal Acquisition Regulations** (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

INFORMATIONAL TEXT

EVIDENCE OF AUTHORITY TO SIGN BIDS/PROPOSALS

Evidence of the authority of individuals signing bids/proposals to submit firm bids/proposals on behalf of the bidder/offeror is required except where the bid/offer is signed, and shows that it is so signed, by: The President, Vice-President, or Secretary of Incorporated bidders; a partner in case of partnership; the owner in the case of sole proprietorships. Failure to submit with the bid satisfactory evidence of authority of all other persons may be cause for rejection of bid as an invalid or nonresponsive bid.

End of Clause

(CENAB-OC APR 1984)

(FAR 4.102)

(was0204-4008)

CAUTION TO BIDDERS--BID ERRORS

You are cautioned to exercise extreme care in preparation of your bid. Errors in bids are costly and could result in substantial loss to you as well as delayed award of contracts. Actions you can take to avoid errors are:

(a) Make sure your bid takes into consideration all amendments to the IFB. If you are uncertain whether you have received all amendments, call the Baltimore District Office, telephone 410-962-3464 or 410-962-5638, in time to obtain any missing amendment.

(b) If you feel bidding requirements are unclear, contact the Baltimore District Office in writing for an explanation before preparing and submitting your bid.

(c) Verify all quantities and prices, especially quotations from subcontractors. Make sure no line items have been overlooked in recapitulating. Have your bid reviewed by qualified personnel other than those preparing the bid.

(d) Retain all original notes, subcontractor quotations, estimates, and summary worksheets from which your bid was prepared. If you have made a mistake in bid, you will need these papers to determine the nature and amount of an error and to support any request you may make for special relief.

End of Clause

(FAR 14.301/JUN 93)

(was214-4010)

DELIVERY OF BIDS/PROPOSALS

Bids/Proposals may be delivered in person to the Contracting Division, Baltimore District, Corps of Engineers, Room 7000, City Crescent Building, 10 South Howard Street, Baltimore, Maryland 21201.

End of Clause

(CENAB-CT JUL 1993)

(FAR 14.302)

(was214-4024)

SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

(For hand delivered protests) -
U.S. Army Engineer District, Baltimore
ATTN: District Counsel/CENAB-OC
Room 6420, City Crescent Building
10 South Howard Street
Baltimore, Maryland 21201

(For mailed protests) -
U.S. Army Engineer District, Baltimore
ATTN: CENAB-OC
P.O. Box 1715
Baltimore, Maryland 21203-1715

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

End of Clause

(CENAB-CT APR 97)

(FAR 52. 233-0002)

(was 233-4041)

INSTRUCTION TO OFFERORS

SECTION L INSTRUCTIONS TO OFFERORS/TENDERS

L.1 COMPETITIVE SOURCING AND OMB CIRCULAR A-76 COMPLIANCE

L.1.1 Competitive Sourcing. This solicitation is part of an A-76 Competition conducted under the Office of Management and Budget (OMB) Circular A-76 (Revised) dated May 29, 2003, to determine whether accomplishing the specified work is the best value to the Government if performed by a private sector Service Provider under a contract or by Government performance through the Most Efficient Organization (MEO) via a Letter of Obligation or a Public Reimbursed Provider via a Service Agreement.

L.1.2 Agency Tender. The Agency Tender is the agency's response to the solicitation. The Agency Tender Official (ATO) shall develop an Agency Tender that responds to the requirements of the solicitation, including Section L (Instructions, Conditions, and Notices to Offerors or Respondents) and Section M (Evaluation Factors for Award). In addition to the requirements of the solicitation, the Agency Tender shall include the following (a) an MEO; (b) a certified agency cost estimate developed in accordance with OMB Circular A-76, Attachment C (the agency's cost proposal) (this will include Section B, Bidding Schedule, for Price analysis and cost realism purposes); (c) the MEO's Quality Control Plan; (d) the MEO's Phase-In Plan; and (e) copies of any existing, awarded MEO subcontracts (with the private sector providers' proprietary information redacted).

L.1.3 Agency Cost Estimate. The ATO shall develop and certify the agency cost estimate (the agency's cost proposal) in accordance with OMB Circular A-76, Attachment C, using the COMPARE costing software. The ATO shall not make changes to the agency cost estimate except as provided in paragraph, "Changes to the Agency Tender," below.

L.1.4 Changes to the Agency Tender. After the solicitation closing date, only the ATO may make changes to the Agency Tender, and such changes shall only be in response to the following (a) a solicitation amendment issued in accordance with the FAR; (b) the Contracting Officer's request for final proposal revisions to offers and tenders in accordance with FAR 15.307; (c) official changes to the standard cost factors identified in OMB Circular A-76, Attachment C; (d) version upgrades to the COMPARE costing software issued by the Department of Defense; or (e) resolution of a contest challenging a performance decision as provided by this attachment. The Contracting Officer shall retain documentation regarding any changes to the Agency Tender as part of the competition file and in a form suitable for audit.

L.1.5 Submission of the Agency Tender. The ATO shall deliver the Agency Tender to the Contracting Officer in a sealed package by the solicitation closing date. If the ATO does not anticipate submitting the Agency Tender to the Contracting Officer by the solicitation closing date, the ATO shall notify the Contracting Officer as soon as possible before the solicitation closing date. The Contracting Officer, in consultation with the Competitive Sourcing Official, shall determine if amending the solicitation closing date is in the best interest of the Government.

L.2 GENERAL INFORMATION

L.2.1 The source selection process will be conducted utilizing formal source selection procedures. Offers will be evaluated using the criteria under Section M, "Factors to be Evaluated." Noncompliance with the RFP requirements will raise serious questions regarding an offeror's performance and may be grounds to eliminate the proposal from further consideration for tentative contract award.

L.2.2 The Offer. The offer as defined by FAR 2.101 includes both the written submission and oral presentation. The submission of the documentation specified below and the oral presentation to the Government Source Selection Evaluation Board (SSEB) will constitute the offeror's acceptance of the terms and conditions of the RFP, concurrence with the Performance Work Statement, and the proposed Firm Fixed Price items included in Section B resulting from this solicitation.

L.2.3 These instructions prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals.

L.2.4 It is the Government's intention to award without discussion. Offerors are encouraged to present their best technical and price proposals in their initial proposal submission. If the Contracting Officer perceives that an offer or tender is materially deficient, the Contracting Officer shall ensure that the offeror, ATO, or public reimbursable tender official receives a deficiency notice. The Contracting Officer shall afford the offeror, ATO, or public reimbursable tender official a specific number of days (to be identified in the notification of deficiency) to address the material deficiency and, if necessary, to revise and recertify the tender or offer

L.2.5 Offers shall consist of five (5) separate proposal volumes: Cost, Management, Technical, Past Performance, and Experience. However, per OMB Circular A-76, Attachment B, the Agency Tender is not required to include a labor strike plan, licensing or other certifications, and past performance information with their proposal. The Agency Tender is also exempt from furnishing Experience in their proposal. The Agency Tender will, however, be required to submit Section B of this solicitation with their Agency Cost Estimate.

L.3 ADVISORS:

L.3.1 Offerors/tenders are advised that employees of the firms identified below may serve as technical advisors to the Source Selection Evaluation Board in the source selection process. These individuals will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. Such firms are expressly prohibited from competing on this acquisition and from scoring and ranking of proposals or recommending the selection of a source.

- a. LMI, 2000 Corporate Ridge, McLean, VA 22101-7805, POC: Bob O'Brien, 703-917-7586
- b. Cline-Morin Associates, 11 Stockton Street, Huntsville, AL, POC: Denise M. Cline, 256-679-6703

L.3.2 In accomplishing their duties related to the source selection process, the aforementioned firms may require access to propriety information contained in the offeror's proposals. Therefore, pursuant to FAR 9.505-4, these firms must execute an agreement with each offeror/tender that states that they will (1) protect the offeror's/tender's information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it is furnished. To expedite the evaluation process, each offeror/tender must contact the above companies to effect execution of such an agreement prior to submission of proposals. Each offeror/tender shall submit copies of the agreement with their proposal.

L.3.3 Additionally, representatives from these firms have been retained to assist the U.S. Army Corps of Engineers in planning and implementing the A-76 Competitive Sourcing program for this competition. Each of these entities and their subcontractors are precluded from working with prospective service providers on their submissions for this A-76 competition.

PROPOSAL PREPARATION INSTRUCTIONS

L.4 GENERAL PROPOSAL INFORMATION

Comprehensive responses to the requirements of this Request for Proposal (RFP) are necessary to enable the Government to evaluate the offeror's/tender's understanding of, capability and approaches to accomplish the stated requirements. The offeror shall provide sufficient detail to substantiate the validity of all stated assertions. General statements that the offeror understands the problem and can or will comply with the requirements of the RFP will be considered inadequate. Clarity and completeness are essential. Data not submitted with the proposal, but submitted previously, or presumed to be known (i.e., previous projects performed for the Government) cannot be considered as part of the proposal. All solicitation amendments must be acknowledged in accordance with Section L, FAR 52.215-1, Alt I, Instructions to Offerors – Competitive Acquisitions. The proposal shall be submitted in five (5) volumes as follows:

VOL	TITLE	HARD	DISC/	PAGE
		COPIES	CD ROM	LIMITATION
I	COST PROPOSAL	Original + three (3)	1	No Page Limitation
II	MANAGEMENT	Original + four (4)	1	100 pages, excluding resumes and staffing matrices
III	TECHNICAL	Original + four (4)	1	150 pages
IV	PAST PERFORMANCE	Original + four (4)	1	No Page Limitation
V	EXPERIENCE	Original + four (4)	1	No Page Limitation

L.4.1. Proposal Format: Each volume of the proposal shall be submitted in 3-ring binders (Management, Technical, Past Performance, and Experience volumes can be combined in one 3-ring binder as long as they are tabbed for each evaluation factor) and organized and formatted as stated so that an extensive search of the proposal is not necessary to perform an evaluation. Each volume of the proposal shall also contain a separate "Table of Contents" that identifies all paragraphs and subparagraphs covered within

that volume of the proposal by paragraph and subparagraph number, title and by page number, a list of tables, figures, etc. Electronic copy of the Cost Volume shall be submitted on a CD-ROM using either Microsoft Word and/or Excel. The Cost Disks shall not be in "read only" format and any spreadsheets shall be unlinked (for spreadsheets links outside the file and for spreadsheets links within the file) as to allow for adjusting during the cost realism analysis. The use of unique or contractor developed cost engineering macros in the development of the cost support spreadsheets is discouraged. No worksheets shall be hidden. All disks shall be virus checked prior to submission. If there is a discrepancy between the written proposal and the CD-ROM, the written proposal will take precedence. Offeror may be held financially liable for damage caused to Government computer systems by virus introduced during review of these submitted documents. Replacement disks/CD ROMs may be required to update the final proposal resulting from communications, if any. Electronic copies for the Cost Proposal, Management, Technical, Past Performance, and Experience volumes shall be submitted on a CD ROM using the Microsoft Office Suite of Word, Excel, and/or Power Point, as applicable. Information not in its appropriate volume and not appropriately referenced may be assumed to have been omitted. Cost Proposal information shall not be included in the Management/Technical/Past Performance/Experience Proposals and the proposals shall not exceed the specified length regardless of the reason. All text shall be single spaced and printed black on white paper (black on white requirement does not apply to graphics, photos, etc., company stationary and logo's are acceptable). The offeror shall not submit verbatim sections of the appendices to this solicitation as part of their proposal. Cross-references should be utilized to preclude unnecessary duplication of data between sections.

L.4.2 Compliance Matrix: All offerors are instructed to submit a completed Compliance Matrix, following the example below, in sufficient detail to facilitate the source selection evaluation process. The completed compliance matrix does not count in the page limitations and the entire matrix should be inserted in the front of each volume of the offeror or Agency Tender submission. The compliance matrix should be completed to level two (C.1.13). **Offerors are solely responsible for their responsiveness of their proposal. Offerors are cautioned to rely on all sections of the solicitation to complete their proposal and not just the compliance matrix."**

Title	CLIN	C.6.6.	Solicitation / PWS Paragraph	Section L	Section M	Proposal Vol., Page Number, Paragraph Number
COST PROPOSAL – VOLUME I	All			L.5	Cost Factor	
Tab A, Exceptions/Assumptions			All			
Tab B, SF-33				L.5.1.5		
Tab C, Section B				L.5.1.5		
Tab D, Section 8014	All			L.5.1.5		
Tab E, Section K	All		NA	L.5.1.5		
Tab F, Disclosure of Potential Conflict of Interest	NA		NA	L.5.1.5		

Title	CLIN	C.6.6.	Solicitation / PWS Paragraph	Section L	Section M	Proposal Vol., Page Number, Paragraph Number
Tab G, Cost Information	NA		NA	L.5.1.5		
MANAGEMENT PROPOSAL – VOLUME II	All		All	L.6.1. Sections 1, 2, 3, 4 ,5, 6		
Program Management	All		C.1.5.	L.6.6.1	(b) Management Factor (1), (2), (3)	
Key Personnel and Other Personnel Qualifications	All	C.6.6.	C.1.5..	L.6.6.2	(b) Management Factor (1), (2), (3)	
TECHNICAL PROPOSAL – VOLUME III	All		All	L.6.6.2	(b) Management Factor (3)	
Tab A, Exceptions/Assumptions	All			L.7.1		
Tab B, Phase-In Period	All CLINS	C.6.6.	C.1.17, C.1.18. C.3.2.2.	L.7.1	(a) Technical Factor (1)	
Tab C, Quality Control Plan		C.6.6.	C.5.2.2.	L.7.1., L.7.5.	(a) Technical Factor (5)	
Tab D, Technical Approach	ALL	C.6.6.	All	L.7.1., L.7.4.	(a) Technical Factor (2), (3), (4)	
-+Tab E, Phase-Out Plan	ALL		C.1.19	L.7.1.	(a) Technical Factor (6)	
PAST PERFORMANCE – VOLUME IV			All	L.8	(c) Past Performance	
EXPERIENCE – VOLUME V			All	L.9	(d) Experience	

L.4.3 Proposal Limitation: The proposal shall not exceed the limits stated above. If the page limits are exceeded, the pages in excess of the limit shall be removed and returned, unread, to the offeror/tender. The Government will not accept any changes to the contractor's proposal after the closing date of the solicitation (See FAR 15.208 for further information regarding late proposals).

L.4.4 Page Limit Includes: All appendices, charts, graphs, diagrams, tables, photographs, drawing, etc.

L.4.5 Page Limit Does Not Include: Resumes, covers for volumes, tables of contents, staffing matrices, indices, title pages, cross-reference indices, compliance matrix, and section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. They will be counted if they contain any other information, i.e., diagrams, extraneous data, etc. Pages marked “This page intentionally left blank” will not be counted.

L.4.6 What Counts as a Page: Pages containing text shall be typewritten, on 8-1/2 x 11” paper; however, in case drawings or other graphics are submitted, they should be reduced only to extent legibility is not lost. Fold-outs will be counted as the appropriate number of pages based on an 8-1/2 x 11” sheet of paper. A page printed on both sides will be counted as two pages. Submissions shall be Microsoft Word format, minimum of twelve (12) point font and one (1) inch margins. The offeror/tender shall number each page in order to eliminate any confusion. In the event the offeror/tender creates an ambiguity in their numbering of the pages, the Government may exercise its own discretion in counting pages.

L.4.7 Exceptions/Assumptions. If the offeror/tender finds it necessary to take exception to any of the requirements specified in this solicitation, clearly indicate each such exception in the appropriate volume along with a complete explanation of why the exception was taken and what benefit accrues to the Government. All substantive exceptions to the solicitation requirements (Sections A through M) and supporting rationale shall be identified as such and consolidated into an overview section of the subject volume. An overview section is only required if the offeror/tender takes exception to any requirement in the solicitation. In the event the offeror/tender takes no exception to the stated requirements, a statement to this effect shall be included in the subject volume.

L.5 VOLUME 1 - COST PROPOSAL (The Agency Tender shall comply with L.5, except where unique instructions or specific exemptions are stated).

L.5.1 General: The offeror/tender shall provide the following information: a completed SF-33, Section B, Section K (except the Agency Tender), and all data required by this solicitation and additional data that would be supportive to the Cost Evaluation Committee in making the assessments of cost realism, completeness, and reasonableness set forth in Section M. The cost portion of this volume shall contain the offeror’s escalated estimated costs and profit to successfully complete the proposed work identified in this RFP and delineated in the offeror’s proposal. The Agency Tender shall submit the Standard Competition Form (SCF) in lieu of the SF-33. The Agency Tender shall acknowledge all amendments in writing. The Agency Tender is exempted from submitting Section K.

L.5.1.1 Common costs are specific costs identified in the solicitation that will be incurred by the government regardless of the provider (private sector, public reimbursable, or agency). Common costs identified for this solicitation are the items specified in:

- Table C-3-01, GFP Use Requirements
- Table C-3-02, Government-Furnished Facilities
- Table C-3-03, Government-Furnished Equipment
- Table C-3-04, Joint Use – Government Property
- Table C-3-05, Government-Furnished Property
- Table C-3-06, Government-Furnished Data Systems
- Table C-3-07, Government-Furnished Training

L.5.1.2 The figures shall be presented with all out-years prices/costs escalated to the offeror's satisfaction. **Under fixed-price contracts, offerors cannot propose higher Non-Exempt wages than provided in the base year of the contract for option or "out-years". Offerors may propose higher out-year wages for exempt employees under fixed-price contracts. In lieu of this instruction, the Agency Tender shall explain its reasoning for Line 1, Personnel Cost records designated Economic Price Adjustment as Yes or No.**

L.5.1.3 Offerors shall ensure that no pricing information is displayed in the Management, Technical, Past Performance, and Experience Volumes.

L.5.1.4 The Cost Proposal has no page limitation; however, our goal is to keep the Cost Proposal to as low a page count as necessary for offerors to satisfy the cost evaluation requirements. All final monetary extensions shall be in whole dollars only.

AGENCY TENDER COST ESTIMATE: - The Agency Tender Cost Estimate (ACE) shall provide the following documents in support of its ACE developed in COMPARE.

- * **Certified Standard Competition Form**
- * **Electronic COMPARE file with the password provided**
- * **Printed COMPARE records for each entry for SCF Lines 1, 2, 3, 4, and 5, if used, and the Competitive File Characteristics record.**
- * **Printed COMPARE file Tables 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, and 16.**
- * **Sufficient explanations and sources of information to support the contracting officer determination of cost realism.**

L.5.1.5 The Cost Volume shall be organized as follows and contain the identified information:

TAB A, Exceptions/Assumptions - Identification and explanation of any exceptions or deviations. Any assumptions used in the proposal preparation must be identified.

TAB B, SF-33 – The SF 33 shall be submitted fully completed. The offeror is cautioned that the SF-33 must contain an original signature in block 17 of the form. The offeror shall acknowledge any amendments to the RFP in accordance with the instructions on the SF-33. The Agency Tender shall submit the SCF in lieu of the SF-33.

TAB C, Section B (Supplies or Services and Price/Costs) – SECTION B shall be submitted fully completed and error free. It shall contain the offeror's/tender's costs for the established Contract Line Items (CLINS) set forth in that section. The offeror/tender is cautioned to complete all blanks to identify any CLIN not priced as "Not Separately Priced" or "N/A" as applicable.

TAB D: The Agency Tender and Public Reimbursable Tender are exempt from this requirement. To comply with Section 8014 of the Fiscal Year 2005 Department of Defense Appropriations Act (PL 108-287, August 5, 2004), the U.S. Army Corps of Engineers (USACE) will evaluate prospective offerors as follows: The ratio of health-care costs to direct labor costs will be adjusted upward, if necessary, so that the ratio equals the 5.5% health-benefit

factor applicable to an agency or public reimbursable tender under OMB Circular A-76 (see Section H, Special Contract Requirement, Limitation on Conversion to Contractor Performance). USACE will make the adjustment only for purposes of complying with Section 8014, but if a contract is awarded, the contract will be awarded at the proposed price, rather than the adjusted price. The private sector offeror shall provide a breakout as follows:

Total Direct Labor Costs \$ _____

Total Health Coverage Costs for Direct Labor \$ _____

As an example to show how this will be evaluated: The Cost Evaluation Committee will compute the ratio and adjusted price for purpose of evaluation as shown below:

Total Direct Labor Costs: \$1,000,000

Total Health Coverage Costs for Direct Labor: \$ 20,000

Compute the percentage ($\$20,000/\$1,000,000 \times 100 = 2\%$)

Adjustment ($5.5\% - 2.0\% = 3.5\%$); Therefore, in this example 3.5% of Total Direct Labor Costs will be added to arrive at the adjusted price for purposes of evaluation;

Adjusted price for purpose of evaluation ($\$1,000,000 + \$20,000 + \$35,000 = \$1,055,000$)

TAB E, Section K (Representatives, Certifications, and Other Statements of Offerors) – The offeror shall ensure that Section K is submitted thoroughly completed with all blocks in each certification/representation completed truthfully and completely. The Agency Tender Official is excluded from submission of Section K.

TAB F, Disclosure of Potential Conflict of Interest - The Agency Tender Official is excluded from submittal of this requirement. Offerors or their subcontractors, who are providing services to the U.S. Army Corps of Engineers or through a subcontractor, need to identify the following:

- * Contract Purchase Order or IMPAC purchase for the services.
Government POC and phone number/email address
Any disqualification or organizational conflict of interest provision included in a current contract that could affect participation in this acquisition.
- * Company POC and phone number/email address.
- * Brief description of services.

TAB G, Cost Information - The offeror shall provide information other than cost and pricing data in accordance with the instructions provided below. The cost information shall contain three Sections: The Price/Cost Rationale Section, Cost and Accounting Policy and Practice Section, and the Cost Substantiation Section.

L.5.1.6 Cost System Survey

L.5.1.6.1 Estimating System Survey. Submit published (written) estimating policies and procedures. Provide documents to support establishment of periodic system reviews, execution methods reviews and formal audits and the execution of such by internal and external reviewers. Submit organization charts depicting the functional areas responsible for the processing of estimating related data. Explain the methods of maintenance and validation of cost databases and source documents. Submit documentation and policy describing training given to personnel responsible for the preparation and/or review of cost products. Present training records of these same persons. Describe the specific QC operation that validates that costs included in any indirect pool are not direct costed in any estimate. Explain in detail what is considered an allowable item to include in contingency instead of as a direct cost line item. Explain how a potential risk item is defined for inclusion in proposed costs.

L.5.1.6.2 Home Office. Provide information as to all business units directed or managed by the home office. Explain which business units (e.g. Field Office) receive any home office allocations or perform any home office functions.

L.5.1.6.3 G&A. Provide from the most recent defensible documentation the following data as relates to G&A:

- (a) Composition of the cost input base and the offeror's rationale for using a particular cost input base.
- (b) Breakdown G&A expenses, including any expenses which do not meet the definition of G&A.
- (c) Computation of the G&A expense rate.

Show written policy and describe actual work practices that assure that G&A expenses are applied only to final cost objectives or if the G&A expenses are combined with other expenses, how the G&A expenses can be separately identified.

L.5.1.6.4. Homogenous Expense Pools. Provide a listing for all pools used in your accounting structure. Provide detailed information for each pool to include the service and management functions covered by each pool and describe the specific cost items grouped in each expense pool.

L.5.1.6.5. Residual Expenses. Provide supporting documentation to verify that the residual expenses (if any) are allocated over a base that represents the total activity of the segments.

L.5.1.6.6. Selecting the Source. Provide supporting policy and documentation to demonstrate that the most responsive sources are selected for furnishing required parts and materials and describe the procedures and methods used to promote competitive sourcing among established suppliers to obtain the most reasonable prices. If available demonstrate the existence of and operation of a vendor performance rating system.

L.5.1.6.7. Pricing and Negotiation. Provide policy and documentation that demonstrate that a system exists to negotiate and take advantage of quantity and prompt payments discounts. Provide auditable documentation to demonstrate that the system is operating.

L.6 VOLUME II - MANAGEMENT PROPOSAL

L.6.1 The Management Volume will be presented to the Government in the form of resumes, slides, and an Oral Presentation to the Source Selection Evaluation Board (SSEB). The oral presentation is meant to augment the written documentation. The written documentation submitted for this volume is resumes (or certified position descriptions for the Most Efficient Organization (MEO)) and the slides to be used in the Oral Presentation. The resumes are excluded from the 100-page count for this volume. The hardcopy of the slides submitted may contain notes at the bottom of each slide, providing additional information regarding the content to be briefed. Notes must be contained on the same slide and may not continue on any additional pages. The Oral Presentation slide package shall be submitted with the offeror's/tender's proposal and is subject to the provisions of FAR Clause 52.215-1, Instruction to Offerors – Competitive Acquisition. The package shall include a listing of the names, firms, and position titles of all presenters. Emphasis should be placed on readability and substance versus style. The Government will not accept for evaluation any additional documentation (such as procedures manuals, administrative handbooks or guides, etc.), which may or may not have been referenced during the presentation. The Government will videotape each offeror's/tender's presentation as well as the Q&A session. One copy of the videotape will be provided to the offeror.

L.6.2 Government personnel attending the Oral Presentation will consist of the Contracting Officer, other contracting office staff, as necessary, and members of the SSEB. Only voting members of the SSEB will evaluate the presentation and management proposal.

L.6.3 Schedule for presentation. Presentations will be scheduled as soon as practicable after the closing date for receipt of proposals. Offerors will be given a minimum of one (1) week notice prior to commencement of their presentation. The order in which offerors will make their presentations to the Source Selection Evaluation Board will be determined by a lottery drawing by the Contracting Officer after receipt of proposals. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule their presentations will not be entertained, and no rescheduling of presentations will be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process. The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

L.6.4 Form of Presentations. Offerors will make their Oral Presentations in person to the Source Selection Evaluation Board. Submission of videotapes, viewgraphs, or other forms of media containing the presentation for evaluation in lieu of an Oral Presentation is not authorized, and such proposals shall be rejected. The Government will provide a screen suitable for projecting slides or overhead transparencies, etc., a flip chart pad, easel, and markers. The offeror is responsible for providing, setting up and removing any equipment used for the presentation that is not specified herein. The offeror shall arrive at the presentation site in sufficient time to accommodate any set-up required.

L.6.5 Time Allowed for Presentations. Each offeror will have a maximum of three (3) hours in which to make its presentation to the Source Selection Evaluation Board. The three (3) hour time frame is inclusive of contractor introductions and presentation. Government requests for clarification will occur at the end of the presentation. The time for Government clarifications will not be included in the three (3) hour presentation time.

L.6.6 Documentation. The oral presentation slide package must be structured to provide an overview of the following:

L.6.6.1 Address program management by presenting an organizational chart and supporting rationale portraying your business structure and proposed organization for managing and performing this requirement. Specifically discuss approaches/methods/innovations and how your management and organization structure represents the functional areas of the PWS. Presentation must define each organizational element, the direct lines of control, key personnel, other organization personnel, responsibilities, functional relationships, the authority between the program management office and the contractor's other organizational elements, and policies and management methods to assure performance and responsiveness to the requirements of the PWS.

L.6.6.2 Personnel Qualifications.

L.6.6.2.1. Key Personnel Qualifications. The oral presentation shall furnish the qualifications on the personnel identified by the offeror as "Key Personnel." (See Key Personnel provision in Section H). The qualifications submitted shall address at minimum education, professional experience, specific experience, professional awards and other relevant activities and achievements. NOTE: The Agency Tender Official shall submit Position Descriptions only in lieu of resumes for each of its key positions. However, the Agency Tender Official may submit resumes subject to applicable federal laws. The Agency Tender shall submit resumes for any industry personnel who are considered a Key Personnel. For each person proposed, the offeror shall provide the following additional information:

- (a) If the individual is being proposed for other positions in response to other solicitations;
- (b) If the individual is assigned to other major projects and how they will be made available for this effort;
- (c) If the individual, if not employed by the offeror at the time of the submittal, has given the offeror a firm commitment to accept the position, if the offeror is awarded the contract.

L.6.6.2.2. Other Personnel Qualifications. The oral presentation shall furnish the qualifications of each personnel category proposed. The qualifications submitted shall address at a minimum: (1) education; (2) work experience; (3) knowledge of accounting systems; standard accounting codes, classifications, and terminology, and general accounting policies, forms and techniques.

L.6.7 Offeror's/Tender's Oral Presentation Team. Only members of the offeror's/tender's or subcontractor's in-house staff shall participate in the presentation. The only exception is that any individuals who are proposed to perform on the contract, such as the Program Manager, but who are not currently employed by the offeror/subcontractor, may participate in the presentation. For any portion of the work to be subcontracted out, members of the subcontractor's staff shall make that portion of the presentation relating to the work its firm will be performing. Within those constraints, offerors/tenders shall have the option of selecting the participants to make their firm's oral presentation to the Government Source Selection Evaluation Board.

L.6.8 Requests for Clarification of Oral Presentation Points.

L.6.8.1 Upon completion of the oral presentation, the Source Selection Evaluation Board will evaluate the presentation to determine areas that require clarification. The question and answer session will be to clarify any area of the Oral Presentation that is not clear to the Source Selection Evaluation Board. Neither the presentation nor any associated session will constitute negotiations within the meaning of FAR 15.306(d), will not obligate the Government to determine the firms to remain in the competition, conduct discussions, or solicit/entertain revised offers. The Q&A session will be used to clarify any area of the oral presentation that is not clear to the Source Selection Evaluation Board (SSEB) members.

L.6.8.2 Offerors will have until 4:00p.m. E.T. on the 3rd business day following the conclusion of the oral presentation to submit further clarifications and responses to questions to the contract specialist listed on the front of the SF-33, block 10. The final submittal document must be signed by the offeror's principal members and be submitted in a clearly identified original hardcopy (written) version (original plus six copies), and provided electronically on a CD-ROM. For the Agency Tender, only the Agency Tender Official is authorized to sign the final submittal document. If any discrepancies are noted between the CD-ROM and the written version, the written version will take precedence. Submissions shall be in Microsoft Word format, minimum of twelve (12) point font and one (1) inch margins.

L.7 VOLUME III – TECHNICAL PROPOSAL

L.7.1 The Technical Volume shall be organized and contain the following information.

TAB A, Exceptions/Assumptions - Identification and explanation of any exceptions or deviations. Any assumptions used in the proposal preparation must be identified.

TAB B. Phase-In Plan – A Phase-In Plan in accordance with PWS requirements shall be submitted for Government use in offeror evaluation. The Phase-In Plan shall include a section that describes the offeror's plan for the first 3-month phase-in period. This part shall include detail that describes the offeror's approach to recruiting, hiring, training, security limitation, and any other special consideration. The offeror shall describe its plan to meet the Right of First Refusal clause requirements and how its hiring approach will minimize any disruption to the USACE meeting it Accounting Support service requirements until the SP takes over the service responsibility. The Plan shall include how the SP will consider the displacement of incumbent Government personnel, the Government's need to continue Accounting Support services until SP take-over, and Government personnel interest in being employed by the SP. The phase-in period shall include a section that describes the offeror's concept for the phased turn over of full operational responsibility. This section shall detail the offeror's anticipated timeline for sequencing the turn over of responsibility of operations for each PWS Section C.5 first level paragraph. The offeror shall identify any major risks and mitigating actions it has experienced with a similar situation.

The ATO is relieved from responding to the requirement in the last sentence but should instead describe the risk it anticipates and its proposed mitigating actions.

TAB C, Quality Control Plan - A Quality Control Plan, in accordance with the Quality Control Program listed in the PWS requirements shall be submitted for Government use in contractor evaluation. The Quality Control Plan shall describe the internal staffing and procedures that the prospective provider will use to meet the quality, quantity, timeliness, responsiveness, customer satisfaction, and other service delivery requirements in the PWS.

TAB D, Technical Approach including Staffing Plan - The offeror shall provide a staffing plan, without cost information, for the phase-in and performance periods (to include Option periods) that clearly depicts the total number of productive man-hours and associated full-time equivalent (FTE) positions for each proposed labor category crosswalk to each **third-level PWS paragraph in the PWS**. The offeror's/tender's staffing plan should identify each position that requires a Level I or II security designation and explain why that position has this requirement. **The offeror should describe the minimum personnel qualifications for each position, and its personnel management practices that sustain a qualified and stable staff.**

TAB E, Phase-Out Plan - The offeror shall describe how it will facilitate the successful transition of the successor contractor in the event the incumbent offeror is not selected.

L.7.2 The Technical Volume shall be in written format. It shall, at a minimum, be prepared in a form consistent with the Performance Work Statement (PWS), instructions to offerors in Section L, and the evaluation criteria for award set forth in Section M of this solicitation. **The offeror's/tender's proposal shall address task requirements to the third level of the WBS/PWS.** The volume shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the **contractor's technical competence and ability to comply with the contract task requirements specified in the PWS**, including TE-4, Contract Data Requirements List (CDRL) preparation and submission. **The offeror shall address as specifically as possible the actual methodology you would use for accomplishing the PWS.**

L.7.3 To facilitate evaluation, the Technical Volume shall be **specific, detailed, and complete to clearly and fully demonstrate that the offeror/tender has a thorough understanding of the requirements for the accomplishment of the effort.** Statements that the offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as "standard procedures will be employed" or "well known techniques will be used," etc., will be considered unacceptable. Offerors/tenders should note that only data submitted with this proposal shall be considered. Therefore, such data should not be relied upon nor incorporated in the Technical Volume by reference.

L.7.4 The Technical Volume shall address how tasks in each functional area (except Quality Control – see below) of the PWS will be accomplished by addressing **how you will be organized and staffed along with specifically describing how work will be scheduled (including use of any automated systems or work loading procedures), proposed work processes and outputs, process interfaces, innovations, assumptions of support, and cross-utilization training and plans depicting staffing, providing a staffing plan (manpower matrices) showing the proposed total overall manning by work years and labor category for each functional area and supervisory level.**

L.7.5 For the Quality Control program, the technical volume shall explain the **offeror's/tender's philosophy, methods, and techniques to ensure quality and consistency of effort in the performance of the PWS.** The offeror shall include details of the proposed quality control plan including training, inspection system, corrective measures, preventive measures, and documentation, including notifying the Government COR, within one business day, when a specific PWS performance standard is not met, why the performance standard was not met, corrective action taken, and how they will prevent future occurrences.

Describe the planned reporting to the Contracting Officer to include the proposed submission of information and when the information will be provided. Describe the organization's approach to problem solving. Provide staffing matrices for the Quality Control functional area. Matrices are required to show the proposed total overall manning by work years and labor category for the QC functional area. Separate sets of matrices are required for the basic contract period of performance and each of the option years.

L.8 VOLUME IV – PAST PERFORMANCE

L.8.1 Each offeror shall submit a past performance volume with its proposal by using the Past Performance Questionnaire included in Section J. The Agency Tender is exempt from this submission. Past performance will detail how well the offeror performed the job.

L.8.2 The offeror shall ensure that the documentation below is supplied by its evaluating agency(s) to the Contracting Officer by solicitation closing date. It is the offeror's responsibility to follow up with the evaluating agency to ascertain if the required information has been forwarded prior to the closing date.

L.8.2.1 The Past Performance Questionnaire attached in Section J shall be completed and submitted. This questionnaire shall be forwarded to a minimum of three (3) agencies/companies for which the offeror has performed similar services on contracts of similar size, scope, and complexity in the areas of accounting support for processing vendor invoices, accounts receivable and debt management transactions and accounts, temporary duty travel vouchers, and collections and disbursements and related operations. The offeror shall submit past performance on tracts that were in effect within 36 months of this solicitation date. Each significant subcontractor (subcontracts of \$500,000 or more) proposed for this effort shall also provide the past performance questionnaire from a minimum of three (3) reference. The offeror shall inform each evaluator that the U.S. Army Corps of Engineers, Baltimore District shall use their response in the evaluation of Past Performance for solicitation W912DR-05-R-0021

L.8.2.2 As additional data, the offeror shall provide the required information concerning termination actions. The information shall be submitted for ALL contracts it has had terminated, in whole or in part, for default during the past 3 years and any contracts which are currently in the process of such termination. This information is required for any contract, similar or not to the proposed effort. A copy of any cure notices or show cause letters received on each contract and a description of any corrective action by the offeror or proposed subcontractor shall be submitted.

L.8.2.3 The completed questionnaires can be submitted by mail, e-mail, or fax. All faxed or e-mailed transmissions must be forwarded by the evaluating activity. Confirmation that the transmission came from the evaluating agency must be obtainable. The telephone number of the faxed transmission or e-mail address will suffice as confirmation that the transmission was forwarded from the evaluating agency.

1. Mail transmittal. The completed questionnaire shall be returned to:

U.S. Army Engineer District, Baltimore
ATTN: W912DR-05-R-0001 (Ms. Cathey Robertson)
PO Box 1715, CENAB-CT
Baltimore, MD, 21203-1715

2. Electronic mail transmittals. The completed questionnaire may be e-mailed to: cathey.robertson@nab02.usace.army.mil
3. Faxed transmittals. The completed questionnaire may be submitted to:

US Army Engineer District, Baltimore
Telefax: (410) 962-2663
ATTN: W912DR-05-R-0021 (Ms. Cathey Robertson)

L.8.2.4 Offerors are reminded that both independent data and data provided by offeror's in their proposals may be used by the Government to evaluate offeror past performance. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a less than acceptable performance rating by the Government. In the case of an offeror without any relevant past performance history, past performance will be evaluated as "neutral." If the past performance information is negative, the contractor will be given an opportunity to provide rebuttal.

L.8.3 No submittals (mailed, e-mailed, or faxed) will be accepted directly from the offeror being evaluated. The offeror shall verify completion and submittal of the forms with the agencies/companies to which they provided the questionnaire.

L.8.4 All written comments will be taken into account and could affect the overall rating. The overall past performance evaluation decision will be based on the whole of all data received. Offerors with no past performance who have participated in contracts of similar size and complexity may provide the equivalent information on company officials and/or personnel proposed for this action. If the offeror has no past performance, they will be rated as "neutral."

L.9 EXPERIENCE

L.9.1 Each offeror shall submit an experience volume with its proposal in accordance with the format contained in the below paragraphs with the exception of the Agency Tender, who is excluded from this submission. Experience will detail the offeror's relevant work.

L.9.2 The offeror shall include documentation regarding their relevant experience as it directly relates to the work being procured under this solicitation. The offeror shall submit contracts that were in effect within 36 months of this solicitation date. To illustrate the offeror's experience, the following documentation shall be submitted to the location identified on the Standard Form 33 (responses are limited to three pages per contract):

L.9.2.1 The offeror shall provide documentation outlining the offeror's experience with contracts (minimum of three (3) contracts) similar in nature, size, and complexity as a prime or subcontractor. The submittal shall include rationale on how it was determined that the work performed previously was the same or similar in nature, size, and complexity to the work specified by this solicitation. Non-Government

contracts may be used if Government contracts are not available. The Government will rate the relevance of non-government and government contract experience equally. The documentation shall be submitted in the following format:

- Contract Number, Award Date and Contract type.
- Price/Cost - original awarded AND final (or projected final, if contract is current).
- Delivery Schedule - original AND final (or projected final, if the contract is current).
- Address and telephone number for the Government (or commercial) procuring contracting activity AND contract administrative activity (if applicable).
- Name, telephone number, fax number and e-mail address for the following:
 - Procuring Contracting Officer (PCO)
 - Administrative Contracting Officer (ACO)
 - Government or commercial contracting activity technical representative or COR

L.9.2.3 Offerors may also submit data on prior contracts involving its officers and/or personnel proposed for this action. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited.

L.9.2.4 Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the proposed service provider's corporate entity and among proposed subcontractors. With regard to prime contract assignments that will be performed by the prime service provider and not a proposed subcontractor, the prime service provider shall indicate:

- What internal corporate bodies/divisions will accomplish which portions of the effort?
- Whether or not those divisions were responsible for performance under the previous contracts cited for the instant proposal, and
- If those divisions have relocated since the accomplishment of previous cited contract efforts, a description of any changes arising from that relocation in terms of key personnel, facilities and equipment.

L.9.2.5 Offerors shall include in their proposal the written consent of these proposed significant subcontractors to allow the Government to discuss the subcontractor's past experience evaluation with the offeror during any discussions. Subcontractors with no past experience who have participated in contracts of similar size and complexity may provide the equivalent information on company officials and/or personnel proposed for this action.

L.9.2.6 Offerors are reminded that both independent data and data provided by offeror's in their proposals may be used by the Government to evaluate offeror experience. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past experience information remains with the offerors. Proposals that do not contain the information requested by paragraph L.9 risk rejection or a less than acceptable rating by the Government.

L.9.3 Information required in the above paragraphs shall be provided for each proposed subcontractor who will perform a significant portion of the effort. "Significant" is defined for these purposes in terms of

estimated dollar amount of the subcontract (e.g., \$500,000 or more). This paragraph shall apply to the Agency Tender for any proposed subcontracts which are estimated to value \$500,000 or more.

L.9.4 The overall experience evaluation is based on the whole of all data received.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

SPECIAL A76 PROVISION**EXHIBIT B****Section M****BASIS FOR SELECTION OF SUCCESSFUL OFFER OR AGENCY TENDER**

(a) Lowest Priced Technically Acceptable Source Selection: The agency shall conduct a lowest price technically acceptable source selection in accordance with FAR 15.101-2 and OMB Circular A-76. The evaluation criteria contained herein (see Factors to be Evaluated) shall be used to make that determination. The successful offeror's/tender's proposal be found "technically acceptable" on **all** factors and subfactors to remain in the competition. For purposes of evaluation, factors and subfactors designated for assessment, with the exception of cost, will be assigned adjectival ratings as listed and defined below:

"Technically Acceptable" is defined as any proposal which can be awarded "as is" and contains few, if any, minor weaknesses. It meets or exceeds the Government's minimum needs. The Government is confident that the offeror can successfully perform the services and there are no deficiencies or significant weaknesses in the offeror's technical and staffing approach.

"Technically Unacceptable" is defined as any proposal that contains major weaknesses which prohibit successful contract performance and/or could only become eligible for award if it were substantially revised. It does not meet the Government's requirements and the Government has no confidence that the offeror can successfully perform the services. The offeror's staffing approach is expected to result in an employee turnover rate detrimental to successful performance.

"Neutral" is defined as an offeror without a record of relevant past performance or for whom information on past performance is not available. In this case the offeror may not be evaluated favorably or unfavorably on past performance. NOTE: This adjectival rating only applies to the Past Performance Factor.

(b) The Government will review the offeror's/tender's proposal to determine completeness, reasonableness and cost realism.

(c) It is the Government's intent to award without discussions. However, IAW FAR Part 15.306, should discussions become necessary, the Government has the right to hold them. If this occurs, firms remaining in the competition will be determined and offerors/tenders notified. Offerors are urged to reflect their best possible potential costs, since less than the best potential costs could result in exclusion of the proposal from further consideration. If a material deficiency is perceived by the Contracting Officer, the Contracting Officer shall ensure that the Agency Tender Official, private sector offeror, or the public reimbursable tender official receive a deficiency notice and shall afford the Agency Tender Official,

private sector offeror, or the public reimbursable tender official a specific number of days to address the material deficiency and, if necessary, to review and recertify the tender or offer.

(d) Offerors are reminded that unsupported promises to comply with the contractual requirements are not sufficient. Proposals must not merely “parrot” back the contractual requirements, but must provide convincing evidence in support of any conclusion statements relating to promised performance. The offeror’s/tender’s proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price should be explained in the proposal. Unexplained inconsistencies resulting from the offeror’s/tender’s lack of understanding of the nature and scope of the work required may be grounds for rejection of the proposal.

EVALUATION CRITERIA

An evaluation of all offers will be made in accordance with the criteria set forth below. Evaluation criteria consist of factors and sub-factors. A proposal must first be determined to be “technically acceptable” to be considered for award, and then cost becomes the controlling factor among those proposals rated technically acceptable. There will be no ranking or scoring of proposals. Each factor and sub factor will be given a rating of “technically acceptable,” “technically unacceptable,” or “neutral”, with the exception of cost. The individual members of the SSEB will evaluate each proposal in relation to each factor, and then the board will give a consensus rating. Each factor, with the exception of cost, will receive a rating, and then there will be an overall roll-up rating of the proposal as a whole. The overall evaluation of the offeror’s/tender’s technical capability to perform shall be based on all the evaluation factors stated below.

FACTORS TO BE EVALUATED

Proposals will be evaluated initially for acceptability. The evaluation factors are: Technical, Management, Past Performance, and Experience. All non-cost factors are of equal importance. Price analysis and cost realism will be conducted on all proposals determined to be technically acceptable.

(a) Technical Factor: Sub factors to be evaluated under Technical include the following. All sub factors are of equal importance.

(1) Phase-In Plan -

Does the Phase-In Plan demonstrate a thorough and clear plan for phase-in with a high probability for success?

- * Does the offeror present an adequate plan for recruiting, hiring, training, and retaining the required staffing level, to include key personnel, necessary to provide complete contractual support from Phase-In through expiration of the contract?

Does the phase-in plan minimize disruption, adverse personnel impacts, and start-up requirements?

Does the phase-in plan address any security limitations?

- * Does the Phase-In Plan include a reasonable approach to conduct the joint inventory? Has the offeror adequately detailed the role of the Government in conducting the inventories?

Does the Phase-In Plan include a reasonable concept of approach for the 3-month period for ending Government operations and starting SP operations?

Has the offeror adequately detailed the role of the Government in its conceptual approach to ending Government operations and starting SP operations?

- (2) Does the offeror provide a clear and easily understood staffing plan that provides sufficient detail to determine that the offeror can provide a skilled work force (including any cross-utilization of personnel proposed) to perform all the requirements, including workload surges?

Staffing approaches using a predominately low skilled workforce (data entry level) will be viewed as unacceptable.

Do the resumes and/or position descriptions include the required accounting knowledge?

- * Does the offeror include sufficient staff numbers with adequate skill levels to respond to customer inquiries, identify and research errors and omissions, and coordinate corrective action required of PWS sections C.5.4., C.5.5., C.5.6., and C.5.8.?
- * Does the offeror include sufficient staff numbers with adequate skill levels to perform the analysis required of PWS sections C.5.7.?

- (3) Does the offeror provide an adequate description of each functional area including the identification of major work processes, process interfaces, and the outputs of these processes?

Does the offeror's/tender's technical approach ensure efficient, quality, and timely performance?

Does the offeror demonstrate through its risk mitigation plan a thorough knowledge of the critical performance elements it must manage for a high probability of successful performance?

Did the offeror correctly address the task requirements of the WBS/PWS to the third level?

- (4) Does the offeror describe a reasonable approach to schedule work, including any use of automated systems or work loading procedures?

- (5) Quality Control –

Does the offeror's/tender's Quality Control Plan describe the relationship between the quality control personnel and the proposed organization including reporting requirements?

Is the offeror's/tender's Quality Control Plan practical, consistent with quality concepts, and provide for an effective measure of contract performance?

Does the plan include feedback mechanisms and corrective action methods?

- * Does the offeror's/tender's quality control system include effective and timely reporting to the Contracting Officer?
- * Did the offeror provide adequate controls that will ensure a high probability of meeting the Performance Requirements Standards?

(6) Phase-Out – Did the offeror demonstrate a proactive and helpful approach to assist the successor contract transition?

(b) Management Factor: Subfactors to be evaluated under Management include the following. All subfactors are of equal importance.

(1) Organizational Structure.

- * Does the offeror/tender adequately address interfaces between project management and administration and the functional areas?
Does the offeror/tender adequately address interfaces between just the functional areas?

(2) Does the offeror/tender propose adequate management procedures for monitoring and analyzing performance indicators necessary to ensure timely quality work and cost control?

(3) Key Personnel and Other Staff –

- * Do the resumes submitted for key personnel meet the requirements of the PWS and Section H?
Does the offeror propose qualified staff that realistically supports its performance approach?
Does the offeror's staffing approach demonstrate a high probability of success to meet the Performance Requirements Standards?

Does the offeror demonstrate sufficient understanding of those positions that would require a Level I or II security designation?

Does the offeror apply adequate personnel practices to maximize its staff stability?
Does the offeror have a history of low employee turnover?

NOTE: Agency Tender is required to submit Position Descriptions in lieu of resumes for each of its key positions and submit Position Descriptions for all other proposed employee positions. However, the Agency Tender Official may submit resumes subject to applicable federal laws. If the Agency Tender is partnering with industry, they shall submit resumes for any industry personnel who are considered key personnel.

(c) Past Performance:

The Agency Tender is exempt from this factor.

- * Does the offeror's relevant past performance history indicate a pattern of conformance to contract requirements and demonstrate satisfactory performance of contracts of similar services on contracts of similar size, scope, and complexity and related operations for work specified in the solicitation?
Does the offeror's significant subcontractor(s) (\$500,000 or more), if any, provide relevant past performance history on services on contracts of similar size, scope and complexity and related operations for work specified in the solicitation?
Does the offeror demonstrate cost control experience under contracts similar in size, scope and complexity to that contemplated by this solicitation?

(d) Experience:

- * Does the offeror's experience, as a prime or major subcontractor demonstrate that they have the relevant experience on a minimum of three projects that were in effect within 36 months of this solicitation issue date?
- * The projects must be of relevant scope, size and complexity as a prime or as a major subcontractor.
Proposed significant subcontractors must also meet this minimum acceptability requirement. "Significant" is defined for these purposes in terms of estimated dollar amount of the subcontract (e.g., \$500,000 or more).

(e) Cost Factor: Price will not be evaluated with a rating system other than the computation for the private sector offerors, required under PL 108-287, August 5, 2004, Section 8014 of the Fiscal Year 2005 Department of Defense Appropriations Act (See Section H and Section L.5.1.4). The government will assess price for completeness, reasonableness, and cost realism. Further, proposals will be evaluated by utilizing the OMB mandated COMPARE software for A-76 competitions. An evaluation will be performed on the total proposed price, to include phase-in, basic performance period, and all option years. The price analysis will be an Independent Government review and evaluation of each offerors proposed price for completeness, reasonableness, and cost realism.

(f) Performance Decision: The basis for award is Lowest Price/Technically Acceptable. The offeror's and Agency Tender Official's price will be determined by summing all CLINs of Section B CLIN. The performance decision shall be based on the lowest price of all offers and tenders determined to be technically acceptable complying with OMB Circular No. A-76 (May 29, 2003). The Contracting Officer shall sign the Standard Competition Form (SCF) and the Source Selection Authority (SSA) shall certify the SCF in accordance with Attachment C of the OMB Circular No. A-76 (May 29, 2003). The SSA makes the performance decision by certifying the SCF.